

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
In the Matter of

Case No. 01-B-15472 (SMB)

BEST PAYPHONES, INC.,  
Debtor,

Chapter 11

**AMENDED NOTICE OF APPEAL**

-----X  
**AMENDED NOTICE OF APPEAL TO THE UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF NEW YORK FROM A FINAL JUDGMENT OF THE  
BANKRUPTCY COURT OF THE SOUTHERN DISTRICT OF NEW YORK**

**PLEASE TAKE NOTICE** that the Debtor, BEST PAYPHONES, INC. ("Best") hereby amends its Notice of Appeal under 28 U.S.C. § 158(a), filed on March 31, 2008 from the Bankruptcy Court's Final Judgment entered on the 20th day of March 2008, allowing the disputed claims of Manhattan Telecommunications Corporation ("MetTel") arising from agreements Best entered into with North American Telecommunications Corporation dated November 18, 1998 (the "1998 NATelCo Agreement"), and December 8, 2000 (the "2000 NATelCo Agreement") and thereafter assigned, allegedly, to MetTel, from each and every part thereof, and from all interlocutory and post-judgment orders related to said Final Judgment, including without limitation:

(i) the Decision and Order of the Bankruptcy Court entered on the 3rd day of July 2008, denying Best's Motion for Reargument of the Final Judgment of the Bankruptcy Court entered on the 20th day of March 2008, allowing the disputed claims of MetTel arising from the 1998 NATelCo Agreement and the 2000 NATelCo Agreement;

(ii) the Findings of Fact and Conclusions of Law related to MetTel's claim for unliquidated damages (*e.g.*, lost profits) that arose from the 2000 NATelCo Agreement, entered May 9, 2007;

(iii) the Judgment related to MetTel's claim for unliquidated damages (*e.g.*, lost profits) that arose from the 2000 NATelCo Agreement, entered on May 17, 2007;

(iv) the Order denying Best's motion for summary judgment to dismiss MetTel's claim for unliquidated damages (*e.g.*, lost profits) that arose from the 2000 NATelCo Agreement, entered May 21, 2004;

(v) the Order denying Best's motion for summary judgment to dismiss MetTel's claim for unliquidated damages (*e.g.*, lost profits) that arose from the 2000 NATelCo Agreement and MetTel's claim for an account receivable that arose from the 1998 NATelCo Agreement, entered November 14, 2006;

(vi) all Orders concerning discovery on the claims that arose under the 2000 NATelCo Agreement and the 1998 NATelCo Agreement;

(vii) the Findings of Fact and Conclusions of Law related to Best's defense that MetTel did not afford Best a discount off of the accounts receivable, allegedly assigned to MetTel, that arose from the 1998 NATelCo Agreement and 2000 NATelCo Agreement, entered on October 25, 2007;

(viii) the Order granting MetTel summary judgment related to Best's defenses that rates charged under the 1998 NATelCo Agreement and the 2000 NATelCo Agreement were too high and that MetTel did not credit interest earned on a deposit that Best submitted in relation to the 2000 NATelCo Agreement, that was transferred to MetTel, entered November 26, 2007; and

(ix) the Order granting MetTel summary judgment, in part, for accounts stated, with interest, entered on December 31, 2002.

The parties to the Final Judgment appealed from and the names and addresses of their respective attorneys are as follows:

BEST PAYPHONES, INC.  
Guzov Ofsink, LLC  
600 Madison Avenue, 14<sup>th</sup> Floor  
New York, New York 10022  
(212) 371-8008  
*Attorneys for Debtor-Appellant*

MANHATTAN TELECOMMUNICATIONS CORPORATION  
Duane Morris, LLP  
1540 Broadway  
New York, New York 10036  
(212) 692-1000  
*Attorneys for Claimant*

UNITED STATES TRUSTEES' OFFICE  
33 Whitehall Street  
New York, New York 10004  
(212) 510-0500

Dated: New York, New York  
July 14, 2008

Respectfully submitted,

GUZOV OFSINK, LLC

By: /s/ Debra J. Guzov  
Debra J. Guzov (DG 7125)  
*Attorneys for Debtor*  
600 Madison Avenue, 14th Floor  
New York, NY 10022  
(212) 371-8008